

Staff Report

August 19, 2019





Table of Contents

History	3
Community Process, 2019	4
Master Plan with New Richmond School District	7
Deed Restriction, Glover Park	
Staff Recommendations	
Next Steps	10

Addendums:

Addendum A: Display slides from StudioGC presentation, "What do you want the library to be?"

Addendum B: "What do we want the Library to be?" Survey results and comments Addendum C: "Where do you want the Library to be?" Site selection results and comments

Addendum D: School District Master Plan, Development Agreement and Purchase Agreement

Addendum E: Glover Park Deed and Newspaper Article

Prepared by:

Jennifer Rickard Britta Rice Sarah Reese Mike Darrow

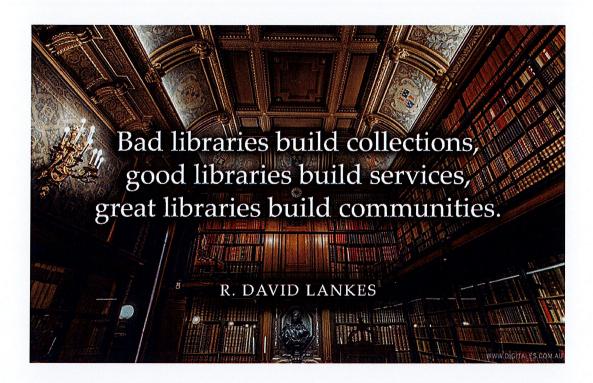
History

The first public library in New Richmond was organized in the early 1890s by a group of citizens. The library's first location was in the back of a drugstore owned by Bell Aldrich, and the library was staffed entirely by volunteers. Fritz Friday gave the generous donation, in honor of his father Carleton A. Friday, which allowed the present facility to be built in Glover Park. This building was completed in 1963 and expanded in 1989, to the current approximately 8,500 square feet.

Through the years the City has worked with consultants and architectural firms to discuss future library needs for our growing community. We have learned a lot from those discussions and ideas which brings us to our analysis and recommendation for a new library within our community. To aid the City in this process, Studio GC was hired to create a vision for the future by evaluating option 1 (existing library site) and option 2 (old middle school site). Their report and recommendation is also included within this document.

Throughout the past several years, our focus has been bridging the past library needs with future needs. Building that bridge included a significant amount of outreach and conversation with community members as well as the leadership of the City Council, Library Board and staff. In the pages that follow, we intend to provide a deeper understanding of this community process before offering a recommendation.

Finally, it is important to acknowledge the work of past members of the City Council, Library Board, community members and staff who have worked hard over the years in bringing forth ideas, energy and understanding of the importance of community libraries. With their help, our future remains bright!



Friday Family Discussion

Prior to our community process, staff and StudioGC wanted to provide an overview of this process as well as the possible relocation of the library to the old middle school site to Mr. Fritz Friday. We wanted to inform him about options being considered for the future library while expressing our gratitude for everything he and his family have provided our community for decades. We know how important it is to honor the Friday family legacy as we move forward so we wanted to be sure they were included in the decision making. Mr. Friday was very pleased with our phone call and was understanding of the needs of our community as well as the possible relocation of the library to another site.

Community Process- Phase I

During this phase, we focused on selecting a site for the future of our community library. This collaboration and commitment to the library project brings the goal of breaking ground in 2020.



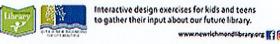
On June 18, 2019, we began our first series of community discussions. The theme for this event was "What do we want the library to do?" During the day Rick McCarthy with StudioGC met with City staff during two lunch sessions, followed by a joint City Council and Library Board presentation, followed by the Community event that evening. During this presentation (Addendum A), Rick informed the groups of the endless opportunities we could offer our community with additional space.

We gathered community feedback for approximately one month following the meeting. This information was gathered through a paper or electronic survey. See Addendum B for survey findings and comments.

From a patron suggestion on Facebook, we worked with Rick to add an interactive activity for kids and teens to gather their ideas about the library building project and what they would like to see us offer. Ready.Set.Design! brought educational elements of architectural planning and design to the youth of our community and they did amazing! Rick and his team came up and worked with the kids for a day. The kids loved sharing their ideas and brought excitement for what we have yet to offer.







In July, we hosted our second series of meetings to gather feedback from the community. The theme for this meeting was "Where do you want the library to be?" In efforts to connect with more community members, we organized an additional event at The Space. For this event, we mailed invites to nearly 130 community members that are involved on various boards, organizations or committees. This event came with great support and feedback. The following evening on July 24, 2019, we had our community discussion regarding the same topic.

Following this meeting, we collected site preference feedback via paper or electronic voting through August 13, 2019. This was collected through a paper or electronic voting process. Addendum C provides the results and comments from the site selection voting.

Throughout the summer to ensure the community, patrons, boards and commissions and staff were informed of the process and progress of the project, we communicated in various methods and formats. For example:

- Newspaper articles
- eBlasts to library patrons
- eBlasts to Friends of the Library membership
- eBlasts to the City lists
- City Newsletter article

- Social Media updates and events
- Two Podcast New Richmond conversations. One with Marla Hall, Library Board Vice Chair and another with Rick McCarthy from StudioGC
- Recordings and documentation of each community meeting posted to the Library website
- Both sites were staked and painted for community members to easily visualize options
- Booths and community outreach
 - o 1st National Community Bank event
 - National Night Out
 - o Chamber Coffee
 - Rotary
 - Kiwanis
- Informational Displays in the library

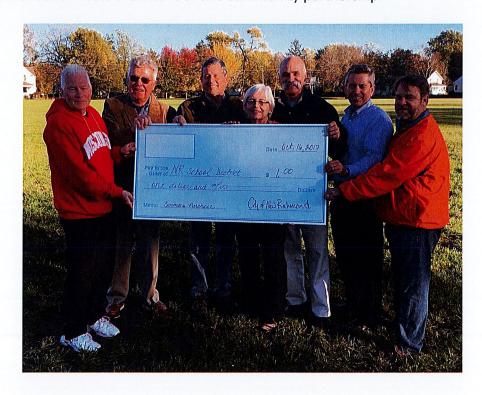
Through this process, we have received positive feedback in which our community members had multiple opportunities to be involved and be heard. As we have heard suggestions and recommendations, we have done our best to incorporate them into our events and process.

At this time, the most frequently asked question is "When can we expect to have a new library?"

Master Plan with New Richmond School District

In April of 2017, the City of New Richmond and the School District of New Richmond entered into a Library Master Plan agreement for the potential location of a new community library on the old middle school site. One important element of this plan and partnership included the following: "The New Richmond Library will be an important community facility and gathering space for people of all ages for decades to come. The City of New Richmond will make every effort possible to incorporate as much feedback as possible from the community on future design so that it reflects values and desires of the community."

City staff have reviewed the Master Plan agreement, Purchase Agreement and Development Agreement (See Addendum D) and have also provided this report to the School District of New Richmond. Based upon the language of the Master Plan, a recommendation to move forward with the location of a new library at the old middle school site is within the scope of the April 2017 agreement and meets the intent of this community partnership.



Can the City move the library to the old middle school site?

Yes. On August 14, 2017, the City Council approved a purchase agreement for the Old Middle School. The purchase price was \$1 for approximately 3.914 acres of land. As part of this agreement, the City was given a period of time to complete a community process, as outlined within the master plan. That period of time expires in September of 2019, otherwise the land reverts back to the School District. The City has informed the School District that, if approved on August 26, we anticipate construction of the library to occur in 2022.

Deed Restriction – Glover Park

The land where the current library is located was conveyed to the City on January 16, 1913 by John E. Glover and Ellen S. Glover. The deed (Addendum E) contains the following language:

"The conveyance is made upon the express conditions that the tract of land shall be forever used and maintained by said City as a public park and it shall be called and known as Glover Park. Provided, however that said City shall have the right to use such part of said track as may be reasonably necessary as and for a site for a public library building. That in case of any failure to comply with the conditions of this conveyance that said land shall revert to the grantor or his heirs."

Can the City move the location of the library to another site? What will become of this site?

Yes. The City Council can construct a new library on another site. The deed specifically indicates that the land must be used as a park. It also indicates that the site could be used for a library. If there is a formal recommendation to move the site to the Arch Avenue property, a separate community conversation will occur to determine future uses for Glover Park. We would recommend that this process commence immediately.

Staff Recommendation

Our recommendation is based upon the findings of fact outlined in this document, along with the community support and feedback, as well as the report dated August 16, 2019 from StudioGC, that the City Council and Trustees of the Friday Memorial Library pursue the Old Middle School Site (Option 2) for our future library.

Option 2 meets all criteria			
1	Guidelines met with New Richmond School District agreements		
V	Community informed and had a voice		
	Discussion of understanding with the Friday Family.		
	Reviewed deed guidelines for Glover Park		
$\sqrt{}$ Meets the future needs of the community growth			

Potential Motion:

Motion to move forward with the Old Middle School Site for the location of a new community library.

Next Steps

August, 2019

- Site Approval
- Letter to School District of New Richmond
- Approval of AIA contract for Studio GC

September, 2019

- RFP process for fundraising coordinator
- Review of design phase proposal from Rick Studio GC
- Capital Improvement Plan and Budget Authorization for new library
- Official groundbreaking and community celebration event

October - December

• Design phase and community discussions begin

Existing Library Site (contingent upon selection of Option 2) September – December

- RFP for Existing Building Project and Community Conversations
- RFP approval in October November
- Project commences in 2020

More Seating

Library seating provides for every need; Quiet study Solo work Collaborative work Group activities

Seating at the library fills up quickly



















Drive-up Services

Many libraries have a drive-up window for dropping off materials. Many also offer drive-up pickup for reserved items.

Enhancing accessibility and convenience for all library patrons.









Study Rooms and Small Group Rooms

Semi-private small group and study rooms are used for quite reading, studying, homework collaboration, tutoring and small business services. They are one of the most requested amenities in contemporary libraries.

We receive many requests for small group rooms. Our ability to provide this type of space is limited.

















Group Meeting Rooms

Many libraries offer meeting room space to accommodate mid-size groups of up to 30 people. These can include classes, workshops, business meetings and many other organizational meetings.

The Library receives many requests for group meeting venues. Our ability to provide meeting space for groups is limited.













Children's Space

Children's space encourages exploration, discovery and play. These areas provide activity rooms, play space and room for learning games for children of every age.

Investing in our children is an important part of our community's future. An enhanced children's space would provide a more well-rounded library experience that is better suited for learning, activities and play.













Creativity Lab

Places for creative activities are important parts of a modern library. This type of space could support activities like 3-D printing, laser cutting, video creation, video editing, virtual reality, music creation, and arts and crafts projects.

Creativity labs give users an outlet for creativity and access to new technology that helps them learn 21st-century workplace skills.



















Cultural and Entertainment Venue

Libraries today provide cultural and entertainment events by providing a flexible environment with good sound and high-quality lighting. These spaces allow hosting of small concerts, recitals, films, lectures and culinary arts demonstrations. When not in use these flexible spaces can be transformed for other uses.

Access to cultural events is one of the things that makes our community a good place to live. A flexible venue can make our library even more a center of cultural activity.















Outdoor Activity Space

Outdoor space can be configured for outdoor classes, performances, movies, concerts, outdoor story time, art shows as well as walking paths, gardens and outdoor seating.

We want to offer our patrons access to green space, sunlight and a place to gather out-of-doors for library sponsored activities.

















Sustainability

There are many features that could minimize the environmental impact of the library. Some entail a higher first cost but would reduce long-term operational costs. Should we make sustainable design a priority?

In addition to being the right thing to do, sustainable design can be a valuable teaching tool that shows the community how we can live in closer harmony with our environment.

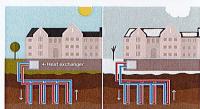


















Teen & Tween Spaces

Teen and Tween spaces provide a safe environment suitable for creative activities, individual and group study, test preparation and socializing.







Teens and Tweens are important parts of our community.
Enhancing teen space would allow them to be better served by our library.







Sensory-Friendly Design

As libraries become more active spaces we need to consider inclusive design, creating spaces for those sensitive to sound or light.





By designing with special needs in mind, we can create spaces that are accessible to the widest range of people.









Flexible Space

Flexible, open area is some of the most valuable space in a library. One day it can be a book sale, another day a venue for a seasonal display, game night, an exhibit or a family event.

Flexible space allows the library to quickly reconfigure itself for a multitude of uses and events.



















Parking!
There is currently
no off-street public
parking at the
library.

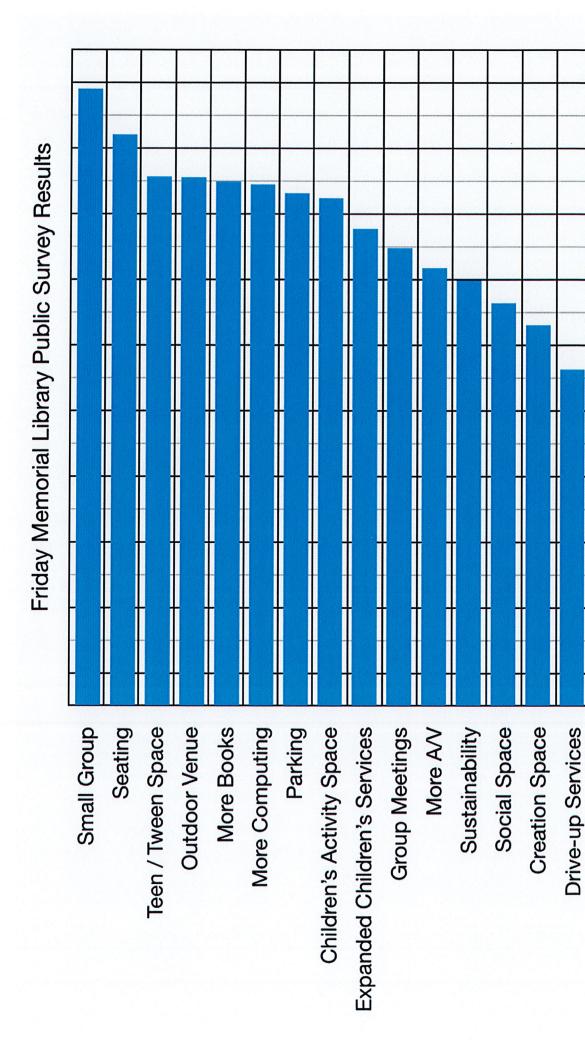
Most people drive to the library. We expect significantly more people to come to the library after the improvements are complete.











15

13.5

12

10.5

0

7.5

4.5

1.5

Survey Comments

Comments

It would be good to have different areas = different volume level. Helpful for those who want it quiet and those who want to talk. Sustainability is VERY important to focus on in every community right now and we should be proud to pave the way.

You don't say anything about quiet space, or phone-free space! I remember when libraries used to be for study! I hate when I'm struggling with a thought at the computer and someone is loudly discussing movies in the DVD area, or randomly answering the phone. I would like to be able to use computers quietly, and sit and read quietly, I see you have suggestions for social areas, and that is a great idea, but introverts like myself should get a say as well!

In the age of rapid tech improvement and low interest rates, it is important to build now. Community referendum is not needed as this community service is necessary, especially for the underserved and underrepresented. Factor in, people under 18 can't vote, and as the data supports, they are a large block of citizens and users of the library. Don't waste time and money on a referendum vote. Please research the "Sun Prairie City Library Expansion" it is a great example of what is possible. Explore naming rights for rooms/sponsors, can fund 80 from the school district leave money to support a room or staffing?

Children 12 & under should have computer access separate from adults. Teens/tweens should have separate computer area. Invite community members to volunteer to be one-on-one with children whose parents are not able to be in case and other library activities

Please open on Sunday afternoons. It is a great time for study ins, learning, projects for kids & parents work MF. Thanks!

Great ideas have been generated for potential upgrades for the library. I think it's important to include a variety of features/services within our limitations.

Teen, kids, + audiobooks :) + movies. Y'all are great!!

- -Improve HVAC to go quiet for staff and patrons
- -May consider larger bathrooms
- -Hold adult classes on how to use e-literature; readers
- -Keep I.L. program as it really is good to share resources between libraries
- -More green living plants

Can we use the school's network to reach parents/families to solicit input.

Coordinate with schools on school project requirements, then promote use of library. Some homes don't have technology requirements or simply getting kids together at a common location.

Consider a large open space for displays, artwork, etc. (not a makeshift, but one that could be

used ongoing & changing as needed/desired)

Enjoyed the presentation!

Where do people go during severe weather. Will there be a basement

Dream big. Let's make the library large enough that 5-10 years down the road we kick ourselves for not doing the correct thing now!

Library should be in downtown area

Flexible use of space - large meeting room could be filled with movable stacks & teens & children share a meeting room/craft room but at different times. Open story time room for children so they can come and go without entering or exiting through a door.

As an employee, I can say that a large storage space (for periodicals no longer in circulation, the holiday collection, and extra copies of materials) would be a great asset. The ones in use right now are sometimes inadequate and inefficient.

Flexible small group meeting rooms and more computing space would be beneficial to all patrons. Especially students.

Improved workflow & staff space. More bathrooms. Staff bathrooms:)

I attended the presentation & was very impressed with the ideas presented for flexible space use. Essential! The present library has challenged the staff to be creative and innovative already. I believe they're up to the task! BTW - the library as the front porch - NICE:)

Hudson has a small room dedicated to book sales - open all year round. Good idea to have books dedicated to people who want to buy used books or donate used books!! Good money maker.

I think the library ought to be as environmentally friendly as it can be. For our children and their children's children. We owe hat to them! Thanks.

Updated staff spaces! Offices, lounges, separate bathrooms.

Quiet, natural light space with comfortable chairs, a warm, cozy environment

More books = getting requested books faster. Prefer location near downtown or schools.

I believe any programing for kids & teens is awesome! I also think areas for young business professionals to perhaps rent space inside the library to work remotely would be excellent. Must have internet service to facilitate.

It is difficult to forecast the future. Can the library be built for what we know are needs but designed for future development. The library is a gathering place for our citizens even if everyone doesn't check out a book. Libraries are not disappearing and can keep a city together if they know it is where to get and promote city activity and news.

Love the concept of Woodbury's Central Park, where they incorporate the library into a larger building that serves multiple uses including an indoor playground. Being able to have a multi-purpose space like that seems practical and it's a great way to get kids to the library along with allowing them a place to play all year round. I also liked hearing the idea of allowing local businesses to offer the option of serving coffee (or maybe even baked goods), the idea of allowing the kids to roam the library while taking a few minutes to sit and enjoy a cup of coffee on a weekend morning sounds amazing!

Better access to the historical/genealogy information/records/resources owned by the library.

A music or events space would be a top priority, if it were the center of the library and had an indoor/outdoor capability to ensure it could be used all year round but give access to the outdoors. I am also very curious how we can still utilize both spaces. I am sure there are restrictions of that but as we grow we are going to need more inviting and accessible to all, to name a few. Is it possible to work that into this project to protect the other spaces for future use?

Increase the number of books in the adult and young adult sections in the library.

There are so many buildings available for sale in downtown New Richmond. Purchase and re-purpose of one or several existing buildings would go a long way in supporting the downtown. Also, several of the potential library services mentioned in the presentation are services that are already being addressed by our tax-paying business community. Please be sure the library does not become a competitor and drive even more businesses out of downtown.

Breezeway entry area with nooks and corners for reading with a natural light, but still kid friendly, meaning for all ages. Sometimes it might be really private and sometimes there might be kids wandering around.

I would live to see an indoor play space similar to the Lookout Ridge located in the Woodbury Library.

More self checkouts throughout the library (especially in children's section so we can check out books while they are still playing).

Build and expand current sight.

Site Selection Results and Comments

Option 1: Addition to Existing Library



Benefits Challenges

Larger initial size

Utilizes existing library

No future expansion
Minimal long term flexibility
No on-site parking
Inefficient layout
Increased staffing cost
Increased disruption to operations
Less energy efficient
ADA upgrades for existing library required
Mechanical upgrades for existing library required

Shorter term solution

Please Note:

The yellow forms indicate the relative sizes of new construction on the two sites in question. They do not represent architectural design solutions.

An addition to the existing library would result in a library in the range of 17,500 to 20,500 square feet in area.

A new build library would be in the range of 15,000 to 19,000 square feet

Option 2: New Library Building



Benefits

Potential for future expansion More long term flexibility Adequate on-site parking Efficient layout Lower staffing cost Little disruption to operations Increased energy efficiency

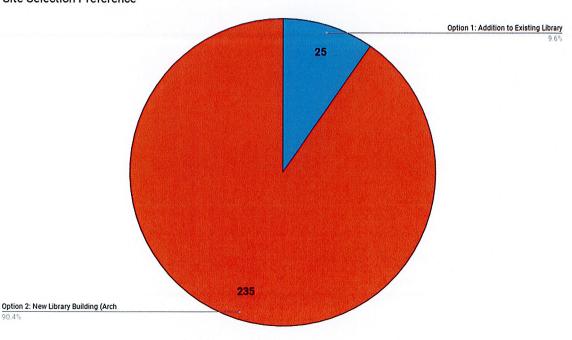
Challenges

Smaller initial size
Future of current library building to be determined

Following the July 24 community discussion "Where do you want the library to be?," community members were able to cast votes of their preferred location for our future library. In efforts to be accessible for all, we collected paper and electronic ballots. Votes were tallied through Tuesday, August 13 to allow enough time for staff and StudioGC reporting.

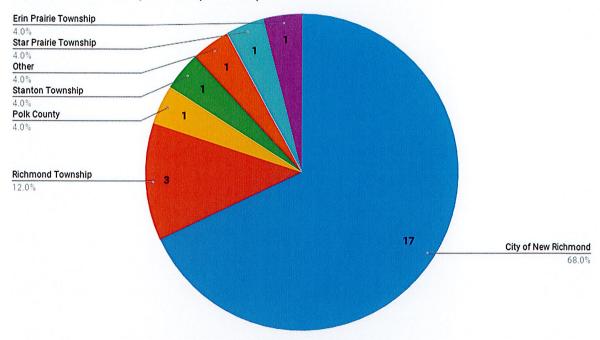
During that period, 267 votes were cast. Of that, two electronic votes and five paper ballots were eliminated due to unverified addresses, giving a total of 260 eligible votes. All addresses were verified through their corresponding county GIS website for address and municipality validation. Of the votes cast, there were 28 households with two votes and two households with 3 votes. Of the 260 votes, 235 (90.4%) indicted preference with Option 2: New Library Building on Arch Avenue.

Site Selection Preference



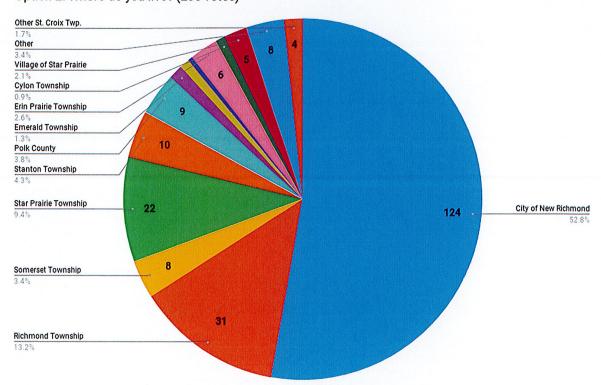
The following indicates the breakdown of votes by municipality of the 25 votes for Option 1.

Option 1: Where do you live? (25 votes)



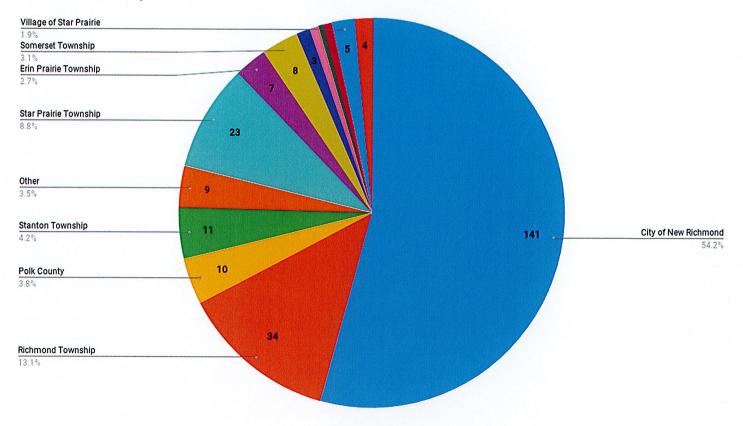
The following shows the breakdown of votes by municipality of the 235 votes for Option 2.

Option 2: Where do you live? (235 votes)



Total votes by municipality:

Count of Where do you live?



Comments included on site selection ballots are listed below:

Ballots Collected on 7/24

Long overdue! (OPTION 2)

Ballots Collected After 7/24

Fundraising Now; Dunk Booth; Make other municipalities pay the same as city residents!!; NRMS property is to be used for Library or else reverted back to lib; Make more user friendly (OPTION 2)

Both, option 1 first (CIRCLED BOTH)

It's old, but gold (OPTION 1)

Home of 15 years (OPTION 1)

I love this library!!! (OPTION 1)



New Richmond Library Master Plan April 2017





Building & Space Categories

Makerspace





A **makerspace** extends the New Richmond Library's role in the community by offering tools, materials, and a creative environment for people of all ages to construct and produce physical things, share resources and knowledge, and network. This collaborative studio space is often time associated with fields such as engineering, computer science, and graphic design, and encourages hands-on exploration.

Library Market Space



A coffee shop, bakery, or deli conceptually to support the patrons, could offer locally grown and healthy food and beverage items for library patrons, and also generate lease revenue that could make the library financially sustainable. This would also provide for a popular gathering place where people could still work, but feel more comfortable socializing and visiting over coffee, as compared to the quieter adult section of the library.

Incubator Space

Through **incubator space**, libraries can provide a supportive environment for startups and small businesses by offering small workspaces with access to the internet, printing or mailing services, and start-up resources. Similar spaces can be offered to local artists.



Gallery Space



Gallery space could showcase work by area artists and photographers, traveling exhibits, museum collections, and local historical memorabilia. Galleries can also host occasional small piano or orchestra recitals.

Conference Rooms & Community Space

Flexible conference rooms could be reserved to organizations engaged in educational, cultural, intellectual, or charitable activities.





Outdoor Public Space

Outdoor public space would provide social, recreational, educational, and cultural opportunities for the New Richmond community. Open seating areas and trees and landscaping would be prioritized. From outdoor family movie nights, farmer's markets, and art festivals in the summer months to ice skating in the winter months, the outdoor public space could become an iconic gathering place for the community. The New Richmond Library will also use the outdoor space for the Summer Reading Program.



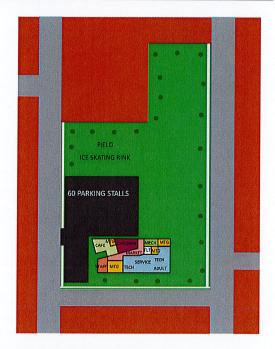


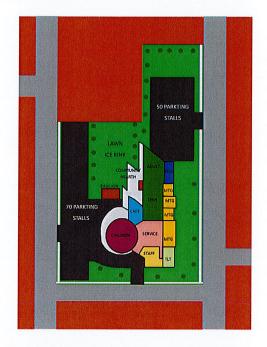




Concept Plans

Below are two possible concept plans for the New Richmond Library. The final plans would be developed by the architectural consultant based on the feedback developed through a public engagement process including neighboring residents and businesses, community members, and key stakeholders. The final concept plan will address the present and future needs of the library, follow applicable zoning and building performance standards, and create a library and learning center that aesthetically and functionally fits within the context of the surrounding neighborhood. The images shown are intended to show a concept plan site layout and scale, and are not intended to represent the proposed final design of a new library. The final concept will require community input and approval from the Library Board and City Council.





Above Left: A library 15,000 square feet in size. Above Right: A library 30,000 square feet in size.

Library Size	* Parking Requirements
15,000 sq. ft.	60 stalls
20,000 sq. ft.	80 stalls
25,000 sq. ft.	100 stalls
30,000 sq. ft.	120 stalls

* Note that parking requirements for Civic functions are determined by the Development Review Committee, using trip and parking generation standards from the Institute of Traffic Engineers. The number of parking stalls shown in the adjacent table reflect the Z-3 parking minimums for a retail or service establishment. The approximate number of parking stalls for the library would be determined in the future by the DRC.

Public Engagement Process

The planning process for the New Richmond Library will include multiple opportunities for the public to voice their opinions and for their feedback and ideas to be incorporated into the final design. City staff and elected officials strongly believe in the importance of gathering feedback from the community, and reflecting this feedback in the final policy or design. For example, several public meetings were held in

2015 and 2016 related to the street and utility improvement projects. Residents could vote for their preferred features using a sticker dot exercise, give feedback, and ask questions. Residents voiced their opinions about traffic calming, parking, sidewalks and trails, etc. Frequently Asked Questions (FAQ) handouts, meeting notes, videos, and copies of presentations were published on the City website. This approach has been well-received from residents, and thus has been followed in the design process for the planned 2017 reconstruction for North Fourth Street.









In addition to public engagement opportunities for the street and utility projects, City staff gave frequent presentations in 2016 to the Rotary Club, Kiwanis Club, Senior Center, New Richmond Area Chamber of Commerce, Pathways Committee, and the New Richmond Area Centre. Nearly 40 community members had the opportunity to help with the interview process for the Chief of Police, and 30 community members will be assisting with the City of New Richmond's Comprehensive Plan in 2017.

The New Richmond Library will be an important community facility and gathering space for people of all ages for decades to come. The City of New Richmond will make every effort possible to incorporate as much feedback as possible from the community into the final design to ensure that the facility reflects their desires and values, reflects the character of the neighborhood, and serves the needs of all residents in the School District of New Richmond now and into the future.

Findings and Recommendations

The existing neighborhood includes a mix of low density residential, commercial, municipal and recreational (the Centre) uses. These proposed uses conform to the current Z-5 District.

- 1. Transportation and Parking. Based upon feedback during the community discussion, the need for traffic calming, parking, and improved circulation patterns was a concern. Final site design must show that transportation, circulation, and parking is contained within the site area and addresses future transportation needs within the neighborhood. Furthermore, areas of trails and sidewalks <u>must</u> be included.
- **2. Design.** The future design of this area should include consideration of unified aesthetics for the entire site area. Where appropriate, buffer areas should be utilized to assist with the transition from low-density residential to uses outlined in this Master Plan.
- **3. Outdoor Public Space.** The need for outdoor public space was identified as a part of this process. These areas include outdoor amphitheater space, community gardens, water features, ice skating rinks, pavilions, or other common areas. In short, outdoor public space must be a significant aspect of any future site design.

In Summary

- The New Richmond Library will be constructed on this site
- There will be no city street dividing the property
- There will be no residential development, city offices or structures, or any additional buildings for commercial enterprises outside of the Library building on the property.
- Commercial enterprise may be facilitated within the library structure only, conceptually supporting the library and learning environment for patrons and visitors
- Adequate parking on-site will follow city ordinances and Development Review Committee (DRC)
 review
- Supporting the Library design and overall site plan, outdoor green space will be for social, recreational, educational, and cultural opportunities
- There will be public engagement and feedback for library design and greenspace amenities





COMMUNITY COMMONS DEVELOPMENT AGREEMENT

THIS COMMUNITY COMMONS DEVELOPMENT AGREEMENT ("Agreement") is made the 18th day of July, 2016 ("Effective Date") by and between the School District of New Richmond ("District") and the City of New Richmond ("City").

RECITALS

- A. District is the owner of certain property formerly operated as a public middle school ("Property") located within the City, legally described in Exhibit A and depicted on Exhibit B.
- B. District has determined the Property is no longer suitable for future educational use due to prohibitive costs to, among other things, update the middle school facility.
- C. The District and City have engaged in a comprehensive study, through Leo A. Daly Architects, to determine how the Property might be used by the community in the future.
- D. The City has expressed a desire and a willingness to redevelop the Property for public use and may raise capital through private donations to support the redevelopment of the Property.

E. The District and City have determined that the best opportunity to preserve the Property for future public and community use involves conveyance of the Property to the City on the terms set forth as follows:

AGREEMENT

In consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- 1. Initial Term. The Term of this Agreement shall remain in effect until completion of the Master Plan from the Effective Date of this Agreement. This Agreement may be extended from time to time as agreed upon in writing by the City and the District.
- 2. Master Plan. City shall develop a Master Plan for the redevelopment and use of the Property. The Master Plan shall identify intended uses for the Property showing anticipated building locations and uses. The Master Plan will broadly describe the City's vision for the development of the Property. The process of developing the Master Plan shall include at a minimum the following:
 - a. Community Meetings. Community meetings shall be scheduled by the City to provide the public with an opportunity to offer input on the redevelopment and reuse of the Property.
 - b. Master Plan. The Master Plan shall be completed by the City and submitted to the District on or before December 31, 2016. The Master Plan shall be designed to serve all residents of the District. The Master Plan shall be expressly approved by City's Common

Council and the District's Board of Education. The District shall have no obligation to convey and the City shall have no obligation to accept a transfer of the Property as described in this Agreement, until the Master Plan is approved by both the City's Common Council and the District's Board of Education.

- 3. **Demolition**. Upon the approval of the Master Plan, District shall diligently provide for the demolition of the existing middle school building, clearing of the Property and seeding of the Property with grass. The timeline for the demolition shall be determined by the District.
 - a. **Demolition Costs (District)**. District shall be solely responsible for all costs and expenses associated with the demolition of the existing middle school building, the clearing of the Property and the planting of grass on the site.
 - b. **Demolition Costs (City).** The City has no obligation for any cost associated with the demolition of the Property. However, the City shall apply for and use its best efforts to secure a Community Development Block Grant in the amount of \$500,000 to apply towards demolition costs to be incurred by the District. The cost associated with the writing and submission of grant shall be paid by the City, not to exceed \$5,000.00. All other costs associated with the administration of the grant shall be the responsibility of the District up to \$20,000.00. If the Community Development Block Grant is awarded to the City, the District shall reimburse the

City its ten percent (10%) municipal contribution. Regardless of whether the Grant is awarded, the City agrees to waive the municipal razing fee related to the demolition of the Property.

- c. Maintenance and Continuing Use. Upon completion of the demolition, City shall maintain the property as a "Green Space". The City will become responsible for the care and maintenance of the Property to include snow removal, weed control, lawn mowing, and upkeep of the landscape after installation. The continued use of the property will be reserved for the District residents as Green Space until such time a construction begins on the Master Plan. All costs of post-demolition maintenance subsequent to the approval of the Master Plan will be the responsibility of the City.
- 4. Transfer of Property. In anticipation of the transfer of the Property, the City and District shall execute the Purchase Agreement attached and incorporated as Exhibit C. Execution of the Exhibit C Purchase Agreement shall occur upon approval of the Master Plan by District, and conveyance of the Property shall be on the following terms:
 - Master Plan. Approval of the Master Plan by the City's Common
 Council and the District's Board of Education.
 - b. **Demolition.** Completion of the demolition of the Property.
 - Purchase Price. Sale of the Property by the District to the City for
 One Dollar (\$1.00).
 - d. Closing Date. The sale of the Property shall close within thirty

 Page 4 of 11

- (30) days of the approval of the Master Plan and the completion of demolition of the Property.
- e. Transfer and Closing Costs. All costs required to effect the transfer of the Property to City shall be paid by the City.
- f. Use Restriction. The continuing use of the Property shall be as set forth in the Master Plan approved by the District.
- g. Condition of Property. The Property shall be sold and conveyed as-is, where-is, and with all faults. District makes no representations concerning its condition.
- h. Attorneys' Fees. Each party shall be responsible for its own attorneys' fees incurred in the transfer of the Property.
- 5. Redevelopment Obligations and Expenses. The City shall be solely responsible for completing the redevelopment of the Property in a manner and timeline consistent with the approved Master Plan. All costs incurred in the redevelopment of the Property shall be paid by the City.
- Shall give the other party a sixty day (60) notice of the default, and an opportunity to cure the default. If the other party fails to cure the default within this cure period, the non-breaching party shall pursue the Dispute Resolution process as outlined in Paragraph 7a. of this Agreement. The City shall be obligated, subsequent to the transfer of Property, to execute the Master Plan approved by both the City's Common Council and the District's Board of Education. In the event the City fails to commence, this shall include site grading and prep, the redevelopment identified in the approved Master Plan

within twenty-four (24) months of the conveyance, the City will, at the District's request and at the City's sole cost, convey the Property back to the District free of any and all encumbrances or restrictions and the Property's zoning classification will be returned to the classification in effect on the Effective Date. If any of the CDBG funds are required to be reimbursed based upon the City's breach of this Agreement, the City shall be responsible for repayment of such funds to the funding agency.

7. Miscellaneous.

- a. Dispute Resolution. Disputes regarding the interpretation of this Agreement will be resolved through the mutual cooperation of the parties. If the matter is not resolved within 60 days then the parties will enter into non-binding mediation to be conducted by a mediator jointly selected by the City and the District to reach a resolution. If no agreement is reached in mediation, either party may exercise its remedies provided by law. If the parties are unable to resolve a dispute through mediation, as their exclusive remedy, the matter shall be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association.
- b. Assignment. Neither party may assign its rights or obligations under this Agreement, in whole or in part, without the express written consent of the other party.
- c. Entire Agreement. This Agreement constitutes the complete agreement between the City and the District, and supersedes all

- prior or contemporaneous discussions or undertakings.
- d. Amendment. This Agreement may only be amended by a writing signed by both parties.
- e. Survival. The terms contained within Paragraph 4f. of this

 Agreement related to the continued use of the Property shall
 survive and be enforceable subsequent to conveyance of the

 Property.
- f. Governing Law. This Agreement shall be construed under the laws of the State of Wisconsin.
- g. Captions. The captions appearing in this Agreement are for convenience only, and are not a part of the Agreement.
- h. **Extension**. This agreement may be extended for 12 months by mutual agreement in writing of both parties.
- i. Termination. Either party may terminate this agreement in writing. Conveyance of the Property will not terminate either party's rights or obligations under this agreement. For avoidance of doubt, termination for any reason will not relieve the City's obligation to meet the requirements outlined within an approved Master Plan.

SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on or as of the day and year first written above.

CITY:

CITY OF NEW RICHMOND

By: Frederick Home

Its: Mayor

By: Tanya Reigel Its: City Clerk **DISTRICT:**

SCHOOL DISTRICT OF NEW RICHMOND

By: Rick Hinz

Its: Board President

By: Chris Skoglund

Its: Board Clerk

EXHIBIT A

LEGAL DESCRIPTION

SEC 2 T30N R18W PT NW NW & SW NW; BEING OUTLOTS 115 & 116 & 129 NKA CSM 25-5763 LOT 2

(3.914AC)

PARCEL ID: 261114595200

EXHIBIT B

SITE PLAN

See Attached.

EXHIBIT C

OFFER TO PURCHASE

See Attached.

PURCHASE AGREEMENT

This Agreement is made and entered into by and between The School District of New Richmond ("Seller") and the City of New Richmond ("Buyer"). The Seller and Buyer are collectively referred to herein as the "Parties".

RECITALS:

- A. Seller is the fee owner of approximately 3.914 acres of property legally described in the attached Exhibit A ("Property"). A location map is attached hereto as Exhibit B.
- B. Seller wishes to convey, and Buyer wishes to purchase the Property, together with all rights, privileges, easements, and appurtenances belonging thereto.

AGREEMENT:

In consideration of the mutual covenants and agreements herein contained and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. **Purchase Price and Manner of Payment.** The total purchase price ("Purchase Price") to be paid by Buyer for the Property shall be \$1.00. The Purchase Price shall be payable as at Closing.
- 2. **Condition of Property.** Seller is selling the Property to Buyer on an as-is, where-is, with-all-faults basis. Seller makes no representations about the condition or status of the Property. Buyer represents that it has had an adequate opportunity to review and inspect the Property to satisfy itself as to the condition and status of the Property.
- 3. **Demolition.** Seller has demolished the structure located on the Property prior to sale. Seller agrees to furnish Buyer with all reports or information available concerning the demolition if requested.
- 4. Closing. The closing of the purchase and sale of the Property contemplated by this Agreement shall occur on a "Closing Date" which shall occur on or before ______. Seller agrees to deliver possession of the Property to Buyer on the Closing Date. At the closing, Buyer shall pay the Purchase Price to Seller and the following closing documents shall be executed and delivered.

- a. A quit claim deed conveying to Buyer Seller's interest in the Property subject to the terms and conditions of the Community Commons Development Agreement, dated July 1, 2016, between Seller and Buyer.
- b. A standard Affidavit of Seller.
- c. A closing statement detailing the financial terms of the closing.
- d. All other documents necessary to transfer the Property to Buyer.
- 5. **Costs and Prorations.** Seller and Buyer agree to the following prorations and allocations of costs:
 - a. Closing Costs. Buyer shall pay all costs of closing.
 - b. **Documentary Taxes.** Buyer shall pay the associated transfer fee payable to the County for the transaction contemplated by this Agreement.
 - c. Real Estate Taxes and Levied and Pending Assessments. General real estate taxes due in the year of closing shall be prorated by Seller and Buyer as of the Closing Date based upon the net general taxes for the preceding year, or the current year if available. Buyer shall be responsible for all special assessments levied or pending against the Property as of the date of this Agreement.
 - d. Attorney's Fees. Each party will pay its own attorney's fees, except that a party defaulting under this Agreement or any closing document will pay the reasonable attorney's fees and court costs incurred by the non-defaulting party to enforce its rights regarding such default.

6. Title.

- a. Quality of Title. Seller shall convey its interests in the property by quit claim deed.
- b. **Title Evidence.** Within fifteen (15) days after this Agreement is fully executed by the Parties, Buyer shall procure a commitment ("Title Commitment") for an owner's policy of insurance in the amount of the Purchase Price insuring title to the Property subject only to the Permitted Encumbrances.
- c. **Buyer's objections.** Within ten (10) business days after receiving the Title Commitment, Buyer may advise Seller of written objections ("Objections")

to the form and/or contents of the Title Commitment. Buyer's failure to make Objections within such time period will constitute waiver of Objections. Buyer may proceed to cure any objections at its cost. Buyer shall have sixty (60) days after receipt of the Objections to cure the Objections, during which period the Closing will be postponed as necessary. Buyer shall use its best efforts to correct any Objections. If the Objections are not cured within such 60-day period, Buyer will, in addition to any other remedy available at law or under this Agreement, have the option to do either of the following:

- (1) Terminate this Agreement; or
- (2) Waive the Objections and proceed to close.
- 7. **Representations and Warranties by Seller.** Seller represents and warrants to Buyer as follows:
 - a. **Authority.** Seller has the requisite power and authority to enter into and perform this Agreement.
 - b. Rights of Others to Purchase Property. Seller has not entered into any other contracts for the sale of the Property.
 - c. **FIRPTA.** Seller is not a "foreign person," "foreign partnership," "foreign trust" or "foreign state" as those terms are defined in § 1445 of the Internal Revenue Code.
 - d. **Proceedings.** To the best knowledge of Seller, there is no action, litigation, investigation, condemnation or proceeding of any kind pending or threatened against the Property.
 - e. Wells and Septic Systems. Seller represents there are no septic systems or wells located on the Property.
- 8. Representations and Warranties by Buyer. Buyer represents and warrants to Seller as follows:
 - a. Buyer has the requisite power and authority to enter into this Agreement and perform it.
 - b. Buyer understands that Seller makes no representations or warranties, except those contained in this agreement. Buyer disclaims all warranties or representations concerning the condition of the Property, except as otherwise provided herein.

- 9. **Right to Inspect.** Buyer shall have the right to enter the Property and perform such surveys, tests and investigations as Buyer deems advisable, all at Buyer's sole expense, including conducting soils investigations and environmental studies. Buyer shall keep the Property free from mechanics liens arising from such work. Buyer shall be responsible for any property damage or personal injury arising from such work and shall indemnify and hold Seller harmless from all costs, expenses and liabilities relating to such work.
- 10. Control of Property. Subject to the provisions of this Agreement, until the Closing Date, Seller shall have full responsibility and the entire liability for any and all damages or injuries of any kind whatsoever to the Property, to any and all persons, whether employees or otherwise, and to any other property from and connected to the Property, except liability arising from the negligence of Buyer, its agents, contractors, or employees and except as set forth in Section 9 regarding Buyer's tests and inspections.
- 11. Condemnation. If, prior to the Closing Date, eminent domain proceedings are commenced against all or any part of the Property, Seller shall immediately give notice to Buyer of such fact and at Buyer's option (to be exercised within ten (10) days after Seller's notice), this Agreement shall terminate, in which event neither party will have further obligations under this Agreement. If Buyer fails to exercise its option to terminate the Agreement, then there shall be no reduction in the Purchase Price, and Seller shall assign to Buyer at the Closing Date all of Seller's right, title and interest in and to any award made or to be made in the condemnation proceedings.
- 12. **Assignment.** Neither Buyer nor Seller may assign its rights under this Agreement without written consent of the other party.
- 13. Survival. All of the terms of this Agreement will survive and be enforceable after the Closing.
- Notices. Any notices required or permitted to be given by any party to the other shall be given in writing, and shall be (i) hand delivered to any officer of the receiving party, or (ii) mailed in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid, or (iii) properly deposited with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Seller:

School District of New Richmond

701 East 11th Street New Richmond, WI 54017 Phone: (715) 243-7411 Fax: (715) 246-3638

With a copy to:

Jay Squires

Rupp, Anderson, Squires & Waldspurger 333 South Seventh Street, Suite 2800

Minneapolis, MN 55402

If to Buyer:

City of New Richmond 156 East First Street

New Richmond, WI 54017

With a copy to:

Nicholas Vivian

Attorney

1809 Northwestern Avenue

Stillwater, MN 55082

Notices shall be deemed effective on the earlier of the date of receipt or in the case of such deposit in the mail or overnight courier, on the first business day following such deposit. Any party may change its address for the service of notice by giving written notice of such change to the other party.

- 15. Captions. The captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.
- 16. **Entire Agreement.** This written Agreement constitutes the complete agreement between the parties and supersedes any and all other oral or written agreements, negotiations, understandings and representations between the parties regarding the Property. There are no verbal or written side agreements that change this Agreement.
- 17. Amendment; Waiver. No amendment of this Agreement, and no waiver of any provision of this Agreement, shall be effective unless set forth in a writing expressing the intent to so amend or waive, and the exact nature of such amendment or waiver, and signed by both parties (in the case of amendment) or the waiving party (in the case of waiver). No waiver of a right in any one instance shall operate as a waiver of any other right, nor as a waiver of such right in a later or separate instance.
- 18. **Governing Law.** This Agreement is made and executed under and in all respects is to be governed and construed under the laws of the State of Wisconsin.
- 19. **Binding Effect.** This Agreement binds and benefits the parties and their respective successors and assigns.

20. Remedies.

- a. **Default by Buyer.** If Buyer defaults under this Agreement, Seller shall have the right to terminate this Agreement by giving a 30-day written notice to Buyer. If Buyer fails to cure such default within thirty (30) days of the date of such notice, this Agreement will terminate, and upon such termination Seller shall retain the Earnest Money as liquidated damages, time being of the essence of this Agreement; or Seller may sue for specific performance of this Agreement or actual damages caused by Buyer's default.
- b. **Default by Seller.** If Seller defaults under this Agreement, Buyer may sue for specific performance of this Agreement or actual damages caused by Seller's default.

BUYER (CITY):

CITY OF NEW RICHMOND

By: Frederick Horne

Its: Mayor

By: Tanya Reigel

Its: City Clerk

SELLER (DISTRICT):

SCHOOL DISTRICT OF

NEW RICHMOND

By: Rick Hinz

Its: Board President

By: Chris Skoglund/

Its: Board Clerk

EXHIBIT A

Legal Description

SEC 2 T30N R18W PT NW NW & SW NW; BEING OUTLOTS 115 & 116 & 129 NKA CSM 25-5763 LOT 2

(3.914AC)

PARCEL ID: 261114595200

EXHIBIT B

Location Map of Property

No. 117846 A Warranty Ded. John & Glover Wolf. To) Chyof Stew Richard

John E. Glover and Ellen D. Glover his wife, Grantors of New Kehmond, M. Drow Grunty, Wisconin here by Convey "us Warrant to the Dity of Neur Richmond in said County " state Granter, subject to the conditions here in after let forthe for the sum of One Dollar Sother valuable Considerations, the following tract of land in the City of new Kichmond, It Grow County, Wisconsin, to wit : Downmencing as a proins righty to feet due north of the north east borner of Blocknumber Mine 197 of the Village of Bridley now within the Corporate Limits of the Dity of New Richard in Raid County of the Orive; Thence running north Twelve (10) rode and eight and one halfer to feet to the south ears Corner of Land here to for conveyed to William Bernd by deed recorded in the office of Register of Deede of Raid At Croix County in Volume 115" of Deede on page 597, thence running west to the Willow Kwere along the south line of the lands conveyed to said Bernd, thence Nouth westerly along said river to the earthine of Main street in said bity of New Richmond, Thence routh along the last line of haid Main street to the morth line of First street in raid Dity of New Richmond, thence east to the place of beginning " being a part of the south. weer quarter of the south east quarter of section number Thirty sin (36) in Gownship number Thirty one (317 North of Range Number Eighteen 117 West. This conveyance is made upon the express conditions that the track of Land above described shall be forever used and maintained by said bity as a public park ad shall be called "Iknown as Glover Bark: That raid bity shall with in a reasonable time not exceeding three years, properly and untably grade and unprove the rame so as to make in fit and suitable for Gark purposes, "Is that the rame shall never be used for any other or different purpose. Provided, however, than raid Dity shall have the right to use such part of said trace as may be reasonably necessary as and for a site for a public bonary building That in case of any failure to comply with the conditions of this conveyance the said land shall revert to the Grantor or his heirs. Witness the hande and reals of the said Grantors this 16 th. day of January 1913. In Oruence of: John E. Gloove Shall. . ZU. Baker Ellen L. Glover _ \ hal 7 ... J.E. Hounsavell State of Wirconem, Sounty of It Grow Personally came before me this 16 the day of January D.D. 1913,

Seal /

the above named John & Glover and Ellen & Glover, his wife, to me known to be the persons who executed the foregoing untrument acknowledged the Rame.

LA Baker Totaly Jubic My Commission expires October 31st 1913.



Hon. JOHN E. GLOVER

who yesterday donated to the city the Jameson Property on Main-st for a Park . .

TWO CORDS OF SLABS AN HOUR GOING AFTER THE

tu.

That's What It Requires to Run Steam Plant of Power Company

You may think it would be a fine You may think it would be a fine thing to own the electric power plant in New Richmond but if you had to buy slabs to run the steam turbine that is furnishing light and power to New Richmond from 6 pm till 1 and 2 pm, you wouldn't care to own it very long. It requires two cords of slags per hour to make enough steam to run the big machine, and it requires all the five big böllers of the Willow River Lumber Cb. to turnish the necessary Lumber Cb. to turnish the necessary laws.

Lumber Cb. to turnish the necessary power.

All of which is due to look of which the river at Huntingdon, and goes to show what a fine thing as well as an inexpensive thing it is to have a water power near New Richmond instead of having to depend entirely on a steam plant. C. J. Bell is in charge of the plant.

VENTRILOQUISM AMONG BIRDS

Many Songeters Have Notes That Are Difficult to Place-Grasshopper le Big Offender.

Ventriloquism is not confined solely to the human race, London Answers There are many birds whose asserts. notes it is almost impossible "to place.

Take the corncrake, with its harsh crake, crake!" One moment the sound is by your feet; the next, fifty yards away. The grasshopper is another offender in this respect. Its sibliant note is hard to locate.

The sedge warbler goes one better. Not only is it an accomplished ventril-oquist, but it will mimic or parody the song of other birds. In a lesser degree the redbreast and the crow possess these powers, and foreign doves come

BREWERY SALOONS

Strong Effortà Will be Made to Divorce Breweries from Control Over netall Liquor Stores.

Legislation that has been proposed has for its object patting out of completion the strongled beginning allow, as a full far these distribution of air

as a rule (we most disreparation of air saloons. The preliminaries of this legislative fight have been started with the introduction of a burr on this subject by Assemblyman Charles H. Pfennig, of kenosha, it is understood that the bill will be backed by the independent liquor dealers of the state. It is attimed, they claim, to break the strangle hold of the big breweries over salloon keepers.

The pill prohibits a brewery from paying for the license of any person to conduct a saloon. Likewise it prohibits a brewery from holding a retail liquor license. While it permits a brewery owning buildings it makes a contract vold with a brewery which contains a clause compelling a saloon keeper to use the beer manufactured from that brewery.

If this bill bocomes a law it will undoubtedly affect several places now in operation in New Richmond and New Richmond people will be interested in the measure to that extent.

FIGURE SEVEN IS MYSTICAL

Jay on Which Our Creator Finished His Work and Rested-Many Other Interesting Facts.

On the seventh day God ended His

JOHN E. GLOVER **DONATES PARK** TO THE CITY

PRESENTS TO NEW RICHMOND JAMESON PROPERTY ON MAIN STREET:

COMMON COUNCIL AT SPECIAL MEETING LAST NIGHT ACCEPTED GIFT.

Without any blare of trumpets or brass band accompaniment, Hon, John E. Glover, New Richmond's first and foremost and best known citizen, richest man, heavlest taxpayer and largest employer of labor, yesterday presented to the city the Poster-Jameson property for a park.

This property, the most slightly in the city for park or any other purposes, fronts on Main, First and Archilow river, and is in the exact geographical center of the city.

Mr. Glover has been considering this magnificent gift to New Richmond for some time, He made uphis mind that the time had arrived to make the transfer, so he called in Attorney W. F. McNaily and instructed him to draw up the necessary papers. These were signed resterday, and turned over to City Attorney V. T. Doar, who in the hands of Mayor Traiser hereupon called a special meeting of the common council for the purpose of accepting the gift.

Gift is Accepted.

Gift is Accepted.

This was done last night, and the following resolution was faid before the council and adopted by an unani-

and was used in an ingit, and the following resolution was faid before the council and adopted by an unanimous vote:

"Whereas, Mr. John E. Glover has donated to this elty and conveyed by warranty deed, the tract of land fronting on Main, ist and Archests, knbwn as the Foster-Jameson property.

"That the only conditions made by Mr. Glover are that said tract of land shan be forever used and maintained by said city, as a public park to be called and known as "Glover Park:" that said city shall within a reasonable time, not exceeding three years, properly and sultably grade and improve the same so as to make it fit and aultanie for park purposes; and that the same shall never be used for any other or different purpose, except that said city, shall have the right to use such part thereof as may be reasonably necessary as and for a site for a public library building.

"Resolved, that the city hereby accepts the said conveyance of said tract of land and assents to the conditions contained therein.

"Resolved further; that this council hereby extends to Mr. Glover the sincere thanks of the city of New Richmond and its people for the princely gift, of "Glover Park" and pledges the faith of the city to see to it that said park shall, be so improved and maintained as to make it a credit to the city and to the public spirited donor."

An Curlight Donation.

An Outright Donation.

An Outright Donation.

There were no strings attached to this generous gift, of course. It is an outright donation to the city of a mighty valuable tract of land right in the heart of town, where it can be seen and enjoyed by all. It will be greatly appreciated by everyone and especially by the strangers within our gates. It is an ideal location for the purpose and situated as it is on the banks of the river it is a natural beauty spot that can be easily improved. The possibilities of the site are great, and the services of a land scape gardener win be secured to make the most of it.

"Handsome he who handsome does" describes the situation in a nutshell, and The News and Republican-Voice and citizens generally units with the common council in thanking bir. Glover for his exceedingly fine gift to the city.